

REMARKS/ARGUMENTS

Claim Amendments

The Applicant has amended no claims. Accordingly, Claims 1-15 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the foregoing amendments and the following remarks.

Claim Rejections – 35 U.S.C. § 103 (a)

The Examiner rejected claims 1-15 under 35 U.S.C. § 103(a) as being unpatentable over Nishi (US 2001/0027484 A1) in view of Rhee, *et al.* (US 2004/0081092 A1). The Applicant respectfully traverses the rejection of these claims.

The Applicant respectfully directs the Examiner to amended claim 1. Claims 9 and 13 have analogous to claim 1.

1. (Currently Amended) A method for providing a predefined quality of service between two communication partners, wherein the two communication partners are connected by at least two connections, a first connection handled by a first network edge node and a second connection handled by a second network edge node, and wherein the method comprises the steps of:

receiving or defining a service level agreement in a service level specification,

distributing the service level specification to the first and the second edge node by means of partitioning or by means of replication; and

controlling the first and the second edge nodes and thus ensuring that the sum of the provided quality of service on said connections between the two communication partners does not exceed limits defined in the service level specification. (emphasis added)

The Applicant respectfully submits that the cited Nishi reference fails to disclose the limitation, “ensuring the sum of the provided quality of service on said connections between the two communication partners does not exceed limits defined in the service level specification.”

Contrary to the Examiner’s statement that all elements are disclosed in the Nishi reference, the elements regarding 1) distributing the service level specification to the first and the second edge node by means of partitioning or by means of replication and 2) ensuring the sum of the provided quality of service on said connections between the

two communication partners does not exceed limits defined in the service level specification.

In the rejection of claim 1, the Examiner indicates that the specific limitations of claim 1 are covered by the cited portion of the Nishi reference. This portion (paragraphs [0049], [0051], [0054] and [0058]-[0060]) includes Figures 1-3 and generally discloses operation of an embodiment of the Nishi model. The Nishi reference fails to discuss or disclose the Quality of Service metric. Nowhere is Quality of Service (QoS) mentioned in any form. The Applicant respectfully contends that the bandwidth broker 23, which includes the service level agreement (SLA) management device 231 fails to ensure that the “sum of the ... quality of service on said connections ... does not exceed limits defined in the service level specification.” The cited portion (paragraph [0051]) including the SLA management device 231 notes that “[T]he SLA management device 231 registers the service information agreed upon between the providers in the service level agreement storage section 221, and also manages such information. Furthermore, the service level agreement management device 231 also provides an interface for registering, editing and deleting service level agreement information input via the output device 21.” (emphasis added). Even the SLA management device 231 fails to disclose the above limitation relating to quality of service.

The cited portion of Nishi discloses various functions of the bandwidth broker and workflow server, but nowhere in the cited portion, or for that matter the entire reference, are the limitations disclosed regarding “distributing the service level specification by means of partitioning or replication” or “ensuring the sum of the provided quality of service does not exceed limits defined in the service level specification.”

The Rhee reference is cited as teaching admission control method that comprises dividing an admission control function executed at an ingress edge node of a network and differentiated into a path level and a link level. Essentially, Rhee is cited as disclosing first and second network edge nodes. The preamble, states the following:

1. “A method for providing a predefined quality of service between two communication partners, wherein the two communication partners are connected by at least two connections, a first connection handled by a first network edge node and a second connection handled by a second network edge node,...” (emphasis added).

The Applicant respectfully submits that the “at least two connections” recited in the preamble include an two edge nodes (ER21 and ER22) handling two ends of the connection and two edge nodes (ER23 and ER24) handling the other ends of the connections (Figure 2). Each set of edge nodes is handled by a different Bandwidth Broker (BB21 and BB22) each of which operates to ensure quality of service is not exceeded (paragraph [0065]). each connection handled by an edge node is depicted in Figure 2.

The Applicant respectfully contends that neither reference, Nishi or Rhee disclose or teach all the limitations of claim 1. The limitations not taught by the cited art include: 1)communication partners connected by at least two connections (each partner has two connecting edge nodes), 2) distributing the service level specification to the first and the second edge node by means of partitioning or by means of replication (neither reference teaches partitioning and multicasting) and 3) ensuring the sum of the provided quality of service on said connections between the two communication partners does not exceed limits defined in the service level specification (a function of the bandwidth broker). This being the case, the Applicant respectfully requests the allowance of claim 1 and analogous claims 9 and 13.

Claims 2-8, 10-12 and 14-15 depend from claims 1, 9 and 13 respectively and recite further limitations in combination with the novel elements of the independent claims. Therefore, the allowance of claims 2-8, 10-12 and 14-15 is respectfully requested.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

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